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A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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**EX PARTE OR LATE FILED**

June 28, 1999

**RECEIVED**

**JUN 28 1999**

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**VIA HAND DELIVERY**

Magalie R. Salas, Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

**Re: Notice of Written *Ex Parte* Submission by the Association for Local  
Telecommunications Services**

***Implementation of the Local Competition Provisions in the  
Telecommunications Act of 1996 -- CC Docket No. 96-98***

Dear Ms. Salas:

Pursuant to a request made by Jerome Stanshine at an oral *ex parte* presentation made by the Association for Local Telecommunication Services ("ALTS") on June 22, 1999, ALTS, by its attorneys, submits for filing in the above-captioned proceeding this notice and the attached letter from Cronan O'Connell, Vice President, Industry Affairs, ALTS, to Lori M. Wall Counsel, Committee on Commerce, United States House of Representatives, and Jan Faiks, Counsel Oversight and Investigations, United States House of Representatives, in which Ms. O'Connell highlights anticompetitive activity by various incumbent local exchange carriers and includes information on such activities submitted by several ALTS members.

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Magalie R. Salas  
June 28, 1999  
Page 2

Pursuant to Sections 1.1206(b)(1) and (2), an original and two copies of this *ex parte* notification (with attachments) are provided for inclusion in the public record of the above-referenced proceeding. Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John J. Heitmann", with a stylized, flowing script.

John J. Heitmann

cc: Jerome Stanshine  
Claudia Fox  
Jake Jennings

June 14, 1999

Ms. Lori M. Wall  
Counsel, Committee on Commerce  
United States House of Representatives  
Room 2125, Rayburn House Office Bldg  
Washington, D.C. 20515-6115

Ms. Jan Faiks  
Counsel, Oversight and Investigations  
United States House of Representatives  
Room 316, Ford House Office Bldg  
Washington, D.C. 20515-6115

Dear Lori and Jan,

In our letter to Chairman Bliley dated December 8, 1998, we responded to the Chairman's request for information on the development and scope of local telecommunications competition three years into the Telecommunications Act of 1996. At that time, we detailed the progress that has been made in executing the Act, but noted that the largest impediment to the more rapid growth of competition stems from "the recalcitrance on the ILECs' part in responding to [CLEC] requests...." ILEC foot-dragging has not improved since that time. ALTS considers the anti-competitive activities of ILECs compelling evidence that the ILECs have every intention to avert the objective of the Act. Below, we detail specific incidents of ILEC misbehavior and provide proof that establishes a national pattern of ignoring the pro-competitive requirements of the Act.

Indeed, local telecommunications competition would be closer to what Congress intended if it were not for ILEC barriers to entry. We continue to collect factual accounts of ILEC imposed anti-competitive obstacles from CLECs. While this is our first dissemination of examples of specific ILEC anti-competitive behavior, we plan to keep you informed with updates every two weeks.

ILEC non-compliance with the most important sections of the Act (namely Sections 251 and 252) is an issue every day. There is a consistent pattern across all ILECs in terms of their (1) discriminatory and inefficient access to Operation Support Systems (OSS) both prior to a customer's installations and after it has occurred, (2) ineffective local number portability (LNP), (3) abuse and neglect of CLEC customers' network from ILECs to the point where repeated service outages occur after cutover to CLECs, (4) delaying collocation applications and charging exorbitant fees for caging, and (5) reluctance to allow CLECs to "opt into" interconnection agreements.

Listed below are examples some of the common problems frustrating the purposes of the Act. For instance:

- (1) **OSS**. ILECs delay an order by neglecting to practice sequential clarifications. That is, instead of identifying all order errors at once, as required, they will stop the ordering process at the first error asking for clarification and repeat this lengthy process for each error. Further, ILECs have lost orders altogether and made CLECs submit entirely new orders. Other problems include late orders and late repair responses.
- (2) **LNP**. ILECs' ineffective local number portability has caused significant call blockages or incorrect routing of calls. ILECs' failure to process or implement appropriate LNP procedures impacts CLECs disproportionately and gives end users the perception that such outage problems are fully attributable to CLECs.
- (3) **Network Cutover**. ILECs have shown a lack of responsiveness, manpower, and commitment to their CLECs customers. ILECs have continually failed to provide timely processing and confirmation of CLEC cutover orders. This causes a problem because CLECs cannot reassure customers that they will receive parity of service and will not experience degradation of service if they migrate to a CLEC.
- (4) **Collocation**. ILECs have employed delay tactics in response to CLEC collocation applications by charging ridiculous fees for caging structures, at times exceeding one half million dollars, and violating the Act by not allowing virtual collocation as required.
- (5) **Interconnection Agreements**. ILECs refuse to permit CLECs to exercise their statutory right to opt-in to the same interconnection terms as another carrier. Further, the ILECs delay the execution of the terms for an unreasonable amount of time. ILECs have reneged on their contractual obligations to pay reciprocal compensation and have refused to negotiate an extension of this provision in a timely manner.

In addition to periodic updates to the file we will continue to arrange for our members to visit your offices with their personal testimonies regarding ILEC anti-competitive behavior. Thank you for your time and interest in these matters.

Sincerely,

Cronan O'Connell  
Vice President, Industry Affairs

CC: Michael O'Rielly  
Enclosures

**From:** Albert, Mary <mary.albert@allegiancetelecom.com>  
**To:** 'Cronan O'Connell' <coconnell@alts.org>  
**Cc:** McCausland, Robert <robert.mccausland@allegiancetelecom.com>  
**Date:** Wednesday, June 09, 1999 1:10 PM  
**Subject:** House Commerce Committee

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Cronan -- Attached are details of a very unpleasant collocation experience Allegiance had with GTE in California, which I hope will be useful to you in compiling info for the House Commerce Committee. I am working on pulling together information relating to the other ILECs. I agree with you that we should not waste this opportunity to let Congress know what's really going on.

1100 15<sup>th</sup> Street, NW , Suite 200  
Washington, DC 20005  
202-263-4900  
Fax: 202-263-4901

**Allegiance Telecom**

# Fax

To: Cronen O'Connell From: Mary Albert  
Fax: 969 2581 Pages: 4  
Phone: Date: 6/10  
Re: CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

### COLLOCATION ISSUES IN GTE TERRITORY

Summarized below is an example of the experiences Allegiance Telecom of California, Inc. has had with GTE in trying to secure and use collocation space in California.

In early 1999, Allegiance submitted an application to GTE for physical collocation in GTE's Santa Monica Central Office. GTE responded with a price quote dated February 4, 1999, in which it demanded almost \$508,000 in non-recurring charges to prepare a 100 square foot caged enclosure. (Copy attached.) The largest single expense line items were for environmental conditioning (estimated at \$383,800), Overhead Superstructure (estimated at \$36,929) and Building Modification (estimated at \$31,160). GTE provided no break down of the cost components included in these estimates. By letter dated March 3, 1999, Allegiance escalated the issue to the Assistant Vice President for Wholesale Markets and Interconnection. Allegiance requested that GTE reevaluate the price quote and provide a detailed description of each cost component included in the non-recurring charges. GTE never responded to Allegiance's request.

In an effort to avoid delays in bringing its service to market and the expense of challenging GTE's price quote through the regulatory process, Allegiance elected to request a virtual collocation arrangement at the Santa Monica Central Office instead of the prohibitively expensive physical collocation arrangement. Once the virtual collocation arrangement was made available to Allegiance, GTE raised a whole different set of obstacles to Allegiance's use of the space as detailed below:

1. Allegiance wanted to access an unbundled DS3 loop in the virtual collocation space. GTE responded that CLECs could not have access to unbundled network elements (UNEs) unless they were physically collocated at the central office or wire center where the UNE resides. Because Allegiance had only a virtual collocation arrangement at the Santa Monica office, it did not have the physical presence required to physically connect the unbundled loop to Allegiance's collocated equipment.

2. Allegiance then requested that GTE lease it a DS3 Mux to be installed in Allegiance's virtual collocation space and connect the MUX to a UNE DS3 loop. GTE responded that it could not accept this proposal for two reasons. First, GTE stated that it would not combine unbundled elements for Allegiance. Second, GTE stated that the proposal did not comply with its requirement that a CLEC physically connect unbundled elements to its own equipment.

3. Allegiance then requested that it be allowed to purchase and have GTE install a DS3 Multiplexer in the virtual collocation space and order a UNE DS3 loop, which GTE could connect to the Multiplexer. GTE responded that it does not allow DS3 multiplexers to be located in virtual collocation space. The reason GTE gave for refusing to allow the installation of the DS3 multiplexer was that its expanded interconnection tariff does not contain a rate element that would allow GTE to bill Allegiance for installation of the multiplexer in the virtual collocation space! As an alternative to the UNE arrangement, GTE suggested that Allegiance lease a DS3

multiplexer and transport facilities out of its Special Access tariff. The difference in cost between the UNE arrangement and the Special Access tariff arrangement is almost \$3000 per circuit per month.

4. Allegiance then escalated the UNE issue within GTE, pointing out that Section 51.321(b) of the FCC's rules specifically obligates incumbent LECs to provide access to UNEs through virtual collocation and that Section 51.323(b)(1) of the FCC's rules specifically obligates incumbent LECs to permit the installation of multiplexers in virtual collocation space. GTE's response was to request that Allegiance resubmit its application to reflect the exact multiplexing equipment it wanted GTE to install in the virtual collocation space. GTE committed, upon receipt of the resubmitted application, to determine whether the proposed arrangement was feasible. More than 4 months after the original collocation application was submitted, Allegiance still has not been able to access UNEs through its virtual collocation arrangement in GTE's Santa Monica Central Office.

**Physical Collocation Cost Summary**

Date: 02/04/99

Collocation Site: **Santa Monica**

California Region

Collocator: **ALLEGIANCE TELECOM**

Collocator Contact: Wendy Perrott

GTE Contact: Clarence LeLong

Phone #: (214) 261-7242

Phone #: 805-372-6418

Project Status: Pending

CLLI: SNMNCAXGW29

BAN Number:

**Non-Recurring Charges**

Description	USOC	Units	Unit Price	EXT. Price
Physical Engineering Fee	SP1DP	1	5,765.00	\$ 5,765.00
Cage enclosure - initial 100 sq ft cage	NRBBM	1	5,124.00	\$ 5,124.00
Additional enclosure (per 100 sq ft)		0	1,000.00	\$ -
DC power - per 40 amps	SP1PC	8	5,630.00	\$ 45,040.00
Cable Pull - per 12 fiber cable	NRBCK	0	1,435.00	\$ -
Building Modification - Complex	NRBHS	1	31,160.00	\$ 31,160.00
Environmental Conditioning (Estimate)	ICB	1	383,799.90	\$ 383,799.90
Overhead Superstructure (Estimate)	ICB	1	36,929.20	\$ 36,929.20
Miscellaneous ICB (Estimate)	ICB	0	-	\$ -
<b>Total NRC's</b>				<b>\$ 507,818.10</b>
<b>50% NRC</b>				<b>\$ 253,909.05</b>

**Non-Recurring Payments**

Description	Check #	Date Rec.	Date Deposited	Amount
Application Fee	5415	2/3/99		\$ 5,765.00
Construction Fee Down Payment (50%NRC)				
Construction Fee Final Payment				
<b>Total Payments Received</b>				<b>\$ 5,765.00</b>
<b>Total NRCs Due</b>				<b>\$ 507,818.10</b>
<b>Total NRC Balance Due</b>				<b>\$ 502,053.10</b>

**Monthly-Recurring Charges**

Description	USOC	Units	Unit Price	EXT. Price
Floor Space - per square foot	SP1SS	100	5.37	\$ 537.00
DC Power - per 40 amps	SP1PC	8	553.99	\$ 4,431.92
Cable Space - per 12 fiber strands	SP1CG	0	34.63	\$ -
DS3 x-connects	CXCEX	3	39.45	\$ 118.35
DS1 x-connects	CXCDC	28	5.00	\$ 140.00
DS0 x-connects	CXCOX	2025	2.00	\$ 4,050.00
<b>Total MRCs</b>				<b>\$ 9,277.27</b>

15 Cables

ELECTRIC LIGHTWAVE, INC.  
VANCOUVER, WA  
JUNE 9, 1999

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*USW Interconnection Agreement Bad Acts*

- ✓ USW clearly lost the reciprocal compensation issue in late 1996 (oh-for-five in 1996 arbitration--CO, OR, MN, WA, AZ), and had backed off it entirely by mid-1997 in ELI negotiations once the FCC failed to lift the ESP access charge exemption.
- ✓ USW entered into interconnection agreements fully aware that those agreements obligated them to pay reciprocal compensation on ISP traffic.
- ✓ USW began reneging on those obligations in September/October 1998. The most blatant example being in AZ where the agreement actually states that ISP traffic will be included. ELI forced to file complaints in OR, UT and AZ. OR and UT Commissions order USW to pay reciprocal compensation on ISP traffic. Matter set for hearing in AZ.
- ✓ USW disputes OR reciprocal compensation rate in March of this year, after receiving bills for over ten months and having supposedly "validated" them.
- ✓ USW offers in February of this year to extend the termination date of existing agreements for some period of time due to the uncertainty created by the Supreme Court UNE remand. In March, USW again confirms the offer stands and in April requests that ELI send a draft amendment extending the existing agreements through the end of 1999. Not until May 5<sup>th</sup> does USW bother to inform ELI that as a condition of extending the agreements ELI will have to agree to exclude ISP traffic from reciprocal compensation. ELI loses four months worth of negotiation time that could have been used to negotiate successor agreements.
- ✓ USW not willing to pay reciprocal compensation on ISP traffic once agreements expire June 30, 1999 in OR, ID and UT. This is the only term they refuse to extend during renegotiations.
- ✓ USW claims that existing agreements in WA and AZ expire coincident with the underlying opt-in agreement, June and July of 1999, respectively, and, likewise, reciprocal compensation will not be paid on ISP traffic beyond that time. There is no language in the ELI/USW agreements to support this position. The language clearly states that the term of the agreement shall be for two and one-half years. This provides for an expiration date of October, 1999 for WA and January, 2000 for AZ. Additionally, for these two agreements, the expiration date should be academic since the agreements "shall continue in full force and effect unless and until a new agreement...becomes effective between the parties."



Mailing Address:  
Electric Lightwave, Inc.  
Post Office Box 4678  
Vancouver, Washington 98662

Corporate Office:  
8100 N.E. Parkway Drive, Suite 150  
Vancouver, Washington 98662  
(360) 892-1000 Fax: (360) 253-8934  
Local from Portland: (503) 284-0000

## GOVERNMENT AFFAIRS DEPT.

FAX NO.: (360) 816-3821

DATE: 6/9/99 4 PAGES INCLUDING COVER

TIME: \_\_\_\_\_

TO: Cronan O'ConnellCOMPANY: ALTS FAX: (202) 969-2581

FROM: TIM PETERS Direct Dial: 360/816-3608

LEGAL/GOV'T AFFAIRS FAX NO.: (360) 816-3821

COMMENTS/INSTRUCTIONS:

Cronan,

Here is a letter from USW outlining their  
position concern recip comp on ISP traffic  
once agreements terminate.

Tim

If you receive fewer than all the pages, or if any page is not legible, please  
call the number of the sender as soon as possible.

NOTICE: This communication may be privileged or contain a client confidence. It is a private  
message to the person named above. DO NOT PERMIT ACCESS BY ANY OTHER PERSON.  
If the intended recipient is not at the location where this message was received, please telephone  
the sender immediately and mail all pages of this transmission to the sender at the above address.

U S WEST Communications, Inc.  
1314 Douglas On-The-Mall  
6th Floor  
Omaha, Nebraska 68102  
402 422-7397 (Bus)  
402 422-7551 (Fax)

Robert F. (Bob) Kennedy  
Strategy Negotiations

**USWEST**  
COMMUNICATIONS ©  
InterConnect Services

May 5, 1999

**Via FAX**

Mr. Timothy H. Peters  
Director, Regulatory & Industry Affairs  
Electric Lightwave, Inc.  
440 N. E. 77<sup>th</sup> Avenue  
Vancouver, WA 98662

RE: Extension of Interconnection Agreements

Dear Tim,

In February of this year, we had two brief telephone conversations concerning the upcoming expiration of several interconnection agreements U S WEST has executed with ELI. Those interconnection agreements apply to the states of Arizona, Idaho, Oregon, Utah, and Washington.

I suggested that, under appropriate circumstances, those agreements could be amended and extended rather than begin negotiations of an entirely new agreement under section 252 of the federal Act. This approach seems particularly prudent in light of the uncertainty caused by the recent U. S. Supreme Court decision in AT&T v. Iowa Utilities Bd. and the clarification provided by the FCC that ISP-bound traffic is interstate traffic, not local.

Since that time I received correspondence from you dated April 21, 1999 to which I responded on April 22, 1999 by requesting that you forward the proposed amendments. The proposed amendments were e-mailed to me on the afternoon of ~~May~~ <sup>5th April</sup> 30, 1999.

These amendments do not address an area which has been a source of disagreement between our companies, i. e., ISP traffic and reciprocal compensation.

Rather than require ELI to negotiate an entirely new agreement pursuant to section 252 of the federal Act, U S WEST is willing to amend the agreements and extend them until December 31, 1999. U S WEST does require that the agreements be amended to expressly exclude ISP-bound traffic from the

reciprocal compensation provisions because such traffic is interstate, not local. This has been U S WEST's position from the beginning, but as you know some state commissions have misconstrued the intent of U S WEST in interpreting the language of the agreement. To avoid this situation in the future, U S WEST will require an unequivocal statement that reciprocal compensation will not be paid for the termination of ISP-bound traffic.

Given that these contracts begin to expire on June 30 of this year, U S WEST is willing to consider an alternative which is to extend the agreements and "park" this issue for resolution by the Commissions. This would involve our juxtaposing the language that we have proposed to address this issue against your proposed language, shaded to indicate an area of disagreement. We will also include a further statement of our intent in this regard on the signature page of the Amendment.

Our proposed language reads as follows:

The Parties agree that reciprocal compensation only applies to Local Traffic and further agree that the FCC has determined that traffic originated by either Party (the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to an enhanced service provider (the "Delivering Party") is primarily interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

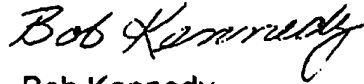
Since it is in the best interest of both parties to have this matter resolved quickly, we believe that this issue will be most expeditiously resolved if we jointly petition the Commissions. Once the existing term of the current Agreement expires we will no longer pay any reciprocal compensation for ISP traffic that you have not clearly demonstrated to be local traffic. It will be presumed to be interstate traffic. We will also continue to dispute bills in other states, as appropriate.

In order to allow this agreement to be extended as set forth above, please sign this letter as indicated below. By signing below you are acknowledging the forgoing and will be agreeing to work cooperatively to amend the agreements accordingly and to petition the Commissions for early resolution of the ISP/reciprocal compensation issue. If you do not sign this agreement, and return it to U S WEST before your interconnection agreements expire pursuant to their original terms, U S WEST does not agree to their renewal. In that case, U S WEST recommends that we immediately begin to negotiate an interconnection agreement/resale agreement pursuant to section 252 of the Act anticipating that

this approach will still require that the Commissions resolve this outstanding issue.

U S WEST looks forward to working with ELI. If you have any questions, please feel free to call me to discuss them.

Sincerely,



Bob Kennedy

Senior Consultant - Negotiations

By signing below, both parties agree that the interconnection agreements which are currently effective between both parties for the states listed above will be extended until December 31, 1999 in accordance with the terms set forth above..

  
U S WEST Communications, Inc.

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Electric Lightwave, Inc

cc: Glen Van Buren  
Denny Bayers  
Jim Gallegos  
Laura Ford

**GST Telecom**  
**External Affairs**

(VIA FACSIMILE)

June 10, 1999

To: Cronan O'Connell, ALTS  
Emily Williams, ALTS

From: Brian Thomas

Re: GST input to House Commerce Committee investigating ILEC barriers to competition

Per your request to provide input to the House Commerce Committee, I have compiled some information on ILEC barriers to competition based on GST's recent experience in the western United States where it competes with US West, GTE and the Pacific Bell unit of SBC Corporation. I focus on four issues that have arisen in the past year each of which has delayed or greatly impaired GST's ability to compete. The most troubling issues relate to (1) implementation and processing of Local Number Portability ("LNP") orders in US West territory and (2) GTE's inability or less than thorough efforts to modify switch translations software coding for new trunks and/or GST NPA-NXXs. Frankly, GST believes that US West has simply failed to implement LNP in accordance with the Act and the Federal Communications Commission's ("FCC") rules implementing Section 251(b)(2) of the Act (47 CFR, §52, Part C). Likewise, GTE, by virtue of its demonstrated inability to adequately perform necessary switch translations, is failing to meet the nondiscrimination requirements of Sections 251(b)(3) - Dialing Parity - and 251(c)(2) - Interconnection - of the Act.

Details of these and other perceived ILEC barriers to the provision of competitive telecommunications services by GST are provided below.

**A. US West Local Number Portability Problems**

Over the past five months, GST submitted two hundred twenty-nine (229) LNP orders to US West to port more than seventeen hundred (1,700) telephone numbers to GST in the Albuquerque, Phoenix, Tuscon, Portland and Spokane market areas. Of those orders, sixty-six (66), or twenty-nine (29) percent of GST's new customers reported severe service problems such as significant call blockages or incorrect routing of calls as a result of US West's failure to process or implement appropriate LNP procedures. Already, a number of GST's customers have taken steps to switch back to US West to alleviate the problems they attribute to GST's local exchange service.<sup>1</sup> Other customers are threatening to leave as well.

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<sup>1</sup> It is important to note that as competition advances in the local exchange market and the offerings of new providers, such as GST, become available for the first time, customers attribute all difficulties they experience to their new provider. Thus, LNP failures or systemic problems fully attributable to ILECs, directly affect customer perception of the quality of services offered by new entrants.

## MEMORANDUM

To: Cronan O'Connell, ALTS  
CC: Dick Metzger, Focal  
From: Matt Berns, Focal  
Date: June 11, 1999  
RE: House Commerce Committee

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Cronan-

On behalf of Focal, I would like to offer a few samples of what we consider to be bad conduct by the incumbent LECs. As you requested, I have tried to give specifics, including times and dates, but without compromising specific customer confidential information.

Ameritech signaling system outage blocks local number portability, disproportionately impacts CLEC customers.

This outage lasted at least 6-8 hours on 5/26/99, although there were reports of sporadic network instability even on the following day. The consequence of the Ameritech LNP database being offline was that Ameritech end users, together with other users of the Ameritech signaling and routing database, could not call customer with ported numbers. Because CLEC customers are more likely to have ported numbers, the impact disproportionately affected CLECs. Worse, during the outage, Ameritech callers to CLEC ported numbers were erroneously told that the called party's number was "disconnected," rather than the truth of the matter: Ameritech's network was out of service. While network outages may be an unavoidable event, the manner in which this one was handled reeks of "strategic incompetence." Ameritech, although aware of the problem, failed to follow procedures to timely notify the affected CLECs. In addition, Ameritech failed to provide information concerning the expected time to restore the system. Worse, as of June 11, 1999, Ameritech has still failed to provide the standard "post-mortem" analysis of the problem, despite repeated requests from Focal and promises of an explanation from Ameritech. Other CLECs have reported a similar lack of information and cooperation.

Ameritech frustrates CLEC provision of advanced data services.

On approximately 11/15/98, Focal ordered a DS-3 circuit from an Ameritech central office in Evanston IL to Focal's downtown Chicago office, a route between two contiguous, densely populated areas, each with advanced telecommunications infrastructure. The purpose for this circuit was to provision high-speed advanced data service in Evanston via

purchasing unbundled loops from Ameritech, connected through Focal's collocation space with leased transport back to downtown Chicago. Focal received a firm order commitment (FOC) date for the circuit of 12/31/98. Ameritech then claimed a "lack of facilities" between Chicago and Evanston would delay installation. Despite executive escalation of this matter, the circuit was not on line until approximately March 15, 1999. Focal believes that Ameritech does not report this as a missed installation date because it simply sends new "FOC" dates for the same order until it hits one, then counts it as a success.

In a further affront to CLEC provision of advanced data services, Ameritech has refused to properly provision unbundled loops to be used for DSL service (high speed circuits provided over traditional copper wire) to residential customers. Ameritech claims that it is not required to bring the loop further than a neighborhood terminal (green box), rather than to the customer's building. For example, on the following Evanston orders, already provisioned, Ameritech contends that it need only deliver the loop to the "TT" point, several buildings away, rather than to the customer address:

Customer Address: 814 Michigan Ave., Apt. 2W  
IT: 209 Kedzie, Corner Building

Customer Address: 1245 Elmwood Avenue, Apt. 100  
IT: 810 Dempster

Also related to advanced services, Ameritech has attempted to impose a "special construction" charge for an unbundled DSL loop to another Evanston customer:

Customer Address: 232 Richmond  
Special Construction: \$4194.03

Such special construction charges would not be assessed against Ameritech's own customers on the grounds that even where an above-average cost is incurred by Ameritech on a specific loop, such cost is already averaged into the approved loop cost studies, averaged over the entire outside plant.

#### Ameritech attempts to delay interconnection until CLEC files complaint

For the purpose of establishing service in Michigan, Focal first requested negotiations in October, 1998. Due to a lack of progress in individual negotiations, Focal notified Ameritech on December 15, 1998 that it wished to "opt in" to an interconnection agreement between Ameritech and Teligent. Ameritech initially refused to permit Focal to exercise its right under section 252(i) of the Telecommunications Act to have the same interconnection terms as another carrier and delayed execution of an agreement until February 19, 1999. The effect of this foot-dragging was to delay Focal's ability to begin ordering facilities for the interconnection of the parties networks, thus effectively delaying Focal's provision of service in Michigan, needlessly stranding Focal's multi-million dollar

investment in that state. However, even after Ameritech finally allowed Focal to exercise its opt-in right, Ameritech then informed Focal that it would require a minimum of at least 150 additional days to install the facilities to carry calls from Ameritech to Focal. To expedite interconnection between the two networks, Focal offered to immediately provide facilities to Ameritech at no charge to carry such traffic from Ameritech to Focal. Ameritech initially refused Focal's offer, that is until Focal brought a complaint before the Michigan PSC. Only then did Ameritech agree to deliver traffic over Focal-provided facilities pending construction of Ameritech's permanent interconnection network.

Bell Atlantic denies Focal's right to non-discriminatory interconnection.

Similar to Ameritech's conduct in Michigan, Bell Atlantic initially refused Focal's request of 12/29/98 to opt-in to an approved interconnection agreement in Massachusetts. Not until Focal brought this dispute to the attention of the FCC and the Massachusetts Department of Telecommunications and Energy and threatened litigation did Bell Atlantic retreat from its position and permit Focal to exercise its statutory right.

Bell Atlantic denies Focal collocation space in Massachusetts, claiming lack of space.

In May, 1999, Bell Atlantic denied three requests by Focal physical collocation space in Boston and Cambridge central offices. Bell Atlantic has also resisted permitting Focal to tour these offices to confirm that there is no available space. Bell Atlantic has rejected Focal's request to use free standing, lockable, but "cageless" collocation facilities, suggesting that Focal instead utilize a form of virtual collocation within Bell Atlantic's rack space.

***GST Telecom  
External Affairs***

(VIA FACSIMILE)

June 10, 1999

To: Cronan O'Connell, ALTS  
Emily Williams, ALTS

From: Brian Thomas

Re: GST input to House Commerce Committee investigating ILEC barriers to competition

Per your request to provide input to the House Commerce Committee, I have compiled some information on ILEC barriers to competition based on GST's recent experience in the western United States where it competes with US West, GTE and the Pacific Bell unit of SBC Corporation. I focus on four issues that have arisen in the past year each of which has delayed or greatly impaired GST's ability to compete. The most troubling issues relate to (1) implementation and processing of Local Number Portability ("LNP") orders in US West territory and (2) GTE's inability or less than thorough efforts to modify switch translations software coding for new trunks and/or GST NPA-NXXs. Frankly, GST believes that US West has simply failed to implement LNP in accordance with the Act and the Federal Communications Commission's ("FCC") rules implementing Section 251(b)(2) of the Act (47 CFR, §52, Part C). Likewise, GTE, by virtue of its demonstrated inability to adequately perform necessary switch translations, is failing to meet the nondiscrimination requirements of Sections 251(b)(3) - Dialing Parity - and 251(c)(2) - Interconnection - of the Act.

Details of these and other perceived ILEC barriers to the provision of competitive telecommunications services by GST are provided below.

**A. US West Local Number Portability Problems**

Over the past five months, GST submitted two hundred twenty-nine (229) LNP orders to US West to port more than seventeen hundred (1,700) telephone numbers to GST in the Albuquerque, Phoenix, Tuscon, Portland and Spokane market areas. Of those orders, sixty-six (66), or twenty-nine (29) percent of GST's new customers reported severe service problems such as significant call blockages or incorrect routing of calls as a result of US West's failure to process or implement appropriate LNP procedures. Already, a number of GST's customers have taken steps to switch back to US West to alleviate the problems they attribute to GST's local exchange service.<sup>1</sup> Other customers are threatening to leave as well.

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<sup>1</sup> It is important to note that as competition advances in the local exchange market and the offerings of new providers, such as GST, become available for the first time, customers attribute all difficulties they experience to their new provider. Thus, LNP failures or systemic problems fully attributable to ILECs, directly affect customer perception of the quality of services offered by new entrants.

On June 9, 1999, because LNP problems were becoming so acute in the Phoenix market GST made the difficult decision to suspend placing LNP orders in that market unless, or until, current problems are alleviated. At present, the effect of this decision is to forestall installation of approximately \$1 million of new revenue.

As a result of these LNP problems, on June 11, 1999, GST filed a "Rocket Docket" complaint at the FCC alleging that US West is not in compliance with the FCC's number portability rules nor is it working pro-actively to remedy the situation. The complaint seeks the FCC's assistance in pre-filing settlement negotiations pursuant to Section 1.730 of the FCC's rules and, if those negotiations fail, it accept the complaint under Section 208 of the Act.

Representatives in US West's Wholesale Markets department indicate that they are very concerned about the situation and admit that there are substantial internal problems. Nevertheless, and notwithstanding the Company's desire to pursue Section 271 long distance relief, GST has seen no evidence of a comprehensive root-cause analysis or an overwhelming sense of urgency on US West's part to cure its systemic LNP problems.

#### B. GTE Switch Translation Problems

An important requirement for implementation of competitive local exchange services is the necessity that ILECs carefully load and test CLEC-assigned NPA-NXXs in ILEC switches. Without thorough and careful implementation a variety of serious inter-company call processing problems will occur. For the past year in the states of California and Hawaii, GST and its customers have regularly experienced call routing and billing problems as a result of GTE's failure to properly account for GST's new or additional NPA-NXXs in certain markets. These problems have also arisen when GTE began turning up new or additional direct end office trunks between GST and GTE switches and, when doing so, failed to properly implement all necessary switch translations (tandem and/or end office) to point GTE customer-originated traffic in the proper direction.

As a result, GST's customers often report local and intraLATA toll call completion problems (blockages and mis-routings) as well as improper assessment by GTE of intraLATA toll charges for calls which should have been recorded by GTE as local. Severe problems have been observed in the California communities of Riverside, Ontario, Wrightwood, Victorville, Selma, Diamond Bar, Newbury Springs, Adelanto, Dos Palos, Reedley, Barstow, El Mirage, Yermo and, most recently, in Fresno. These problems were particularly acute in Fresno as a result of GTE's failure to implement an area code split properly.

The switch translation problems GST routinely experiences can be divided into two areas. The first is a complete failure by GTE to recognize, accept, and implement a new GST NPA-NXX associated with a particular rate center. The second problem reflects a less than thorough effort to implement new NPA-NXXs in all GTE switches within particular geographic areas. Both reflect GTE's unwillingness or inability to properly program switches and route traffic in accordance with the routing information in the Local Exchange Routing Guide ("LERG"). The LERG is the nationwide database each industry participant relies on and utilizes to inform all other industry participants how to route calls properly. GTE orally admitted that it does not utilize or refer to the LERG in all instances when performing complex switch translation.

The issue was first raised with GTE during a network planning meeting July 14, 1998, at GTE's regional headquarters in Everett, Washington. At the meeting GST and GTE representatives discussed GST's observations about several specific instances of incomplete switch translations performed by GTE technicians while implementing new local end office trunking arrangements between the companies. The problems were becoming increasingly severe and acute in GTE service areas in California and, to a lesser extent in Hawaii, resulting in substantial traffic blocking and overflows of local traffic between the companies.

At the meeting and in subsequent correspondence, dated August 19, 1998, GST expressed severe concern about the slow response and low level of importance exhibited by GTE's representatives while discussing the California and Hawaii switch translation problems. GST also called to GTE's attention the fact that the current interconnection agreement between the companies specifically states that:

GTE will deliver traffic destined for GST in accordance with the end office serving arrangements in the Local Exchange Routing Guide.<sup>2</sup>

GTE basically brushed-off GST's position despite the plain language of the interconnection agreement. Approximately three months later, GST received correspondence from GTE suggesting that GST begin using a new form to alert GTE to new NPA-NXXs. GTE expressed confidence the new form would enhance its own ability to process new NPA-NXXs and that the problems GST was experiencing would be alleviated. GTE was wrong. In California, problems continued in 1999 and were magnified when, on May 15, 1999, the Fresno NPA was split into two area codes. Thereafter, and to this day, a host of call completion problems arose which have severely and dramatically affected GST's ability to turn-up new customers or market its competitive offerings.

The simple fact is that the manner in which switch translation issues are addressed by GTE and the apparent indifference of a number of GTE representatives including members of the Company's local and regional Wholesale Markets group, clearly and convincingly demonstrates a cavalier approach to addressing matters of inter-company connectivity. At last count, the GTE NPA-NXX translation problems reported to GTE, through the opening of trouble tickets or other means, numbered in the hundreds. Furthermore, despite several requests to GTE to conduct a comprehensive review of all switches in Southern California to ensure proper switch translations were in place, no comprehensive review has been conducted and GTE has specifically rejected such requests on at least two occasions. Instead, it appears that GTE simply investigates each reported instance and fixes them on a case-by-case basis. The Company's approach indicates no compelling desire or intent to address competitive or service affecting issues on a pro-active or time sensitive basis. As a result of this problem, GST had been forced to provide tens of thousands of service credits to a variety of customers because of the service degradation resulting from GTE's half-hearted approach to resolving the problem.

Given the nature of the problems GST requested written notification of the preventive steps GTE has taken, or intends to take, to prevent recurrence of these problem. To date, GTE has not responded.

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<sup>2</sup> *Telecommunication Facility Interconnection Agreement Between GST Pacific Lightwave, Inc. and GST California Inc. and GTE California Inc., Part V, § 5.01(E) ("GST Interconnection Agreement")*.

### C. GTE's Attempt to Force GST to Implement 1-Way Trunking

Virtually all interconnection agreements between ILECs and CLECs in the nation contemplate 2-way trunking as the preferred means to interconnect and exchange local traffic. The alternative, 1-way trunking, is inherently less efficient and rarely, if ever, implemented. Utilization of 2-way trunks means either party may send traffic on any idle circuit which reduces the total number of trunks and corresponding facilities required to connect the networks of the companies. In contrast, 1-way trunking is less efficient because only the originating party may use a trunk and no sharing of trunk capacity occurs. The effect is a requirement to increase the number of trunks necessary to handle current and forecasted traffic levels between the parties.

During the second half of 1998, GST began notifying GTE in the states of California and Hawaii that it intended to implement the reciprocal compensation terms and conditions of current interconnection agreements for those states. In direct response to GST's request, GTE announced that it would no longer accept orders for 2-way trunks despite a specific provision in the interconnection agreement requiring it to do so.

GST's current interconnection agreements with GTE in the states of California and Hawaii contain terms and conditions for the provision of local interconnection trunk groups in order to exchange local and intraLATA toll traffic. Each agreement specifically states that local/intraLATA toll trunks are to be provisioned on a 2-way rather than a 1-way basis. Nevertheless, GTE unilaterally, and in direct contradiction to the terms of existing interconnection agreements, decided that all local interconnection trunks should be converted to 1-way trunking. GTE did so without reasonable notice and despite no provision in the interconnection agreements allowing it to make a unilateral revision of this nature. While GTE claimed its decision pertained to a technical limitation in certain switches that would preclude measurement of local traffic on 2-way trunks, GST firmly believes the decision was in fact a policy call made to punish CLECs such as GST that intended to migrate to reciprocal compensation.

Accordingly, during the fourth quarter of 1998, GTE stopped accepting or processing 2-way trunk orders in the states of California and Hawaii. At the time, GST had a large number of trunk orders pending which had been placed to significantly to expand the Company's presence and to support firm sales, customer orders, and scheduled customer turn-ups. The trunk orders had been issued on a 2-way basis consistent with past practice and the specific terms of the interconnection agreements. In light of its policy change, GTE stopped working or processing the orders and claimed that they must be revised and resubmitted on a 1-way basis. Essentially, work on all pending orders was to be suspended unless or until GST complied with GTE's new, unilaterally imposed, condition to convert to 1-way trunking.

GST opposed GTE's position citing the specific terms of the existing interconnection agreements and the aforementioned inefficiencies and related costs of 1-way trunking. Rather than negotiate the issue before refusing or rejecting orders, GTE simply stopped working on them until or unless GST acceded to GTE's position.

The direct effect on GST was significant and immediate. In California and Hawaii, GST was forced to delay a number of large customer installations and turn-ups because the existing inter-company network infrastructure would not have been able to support the additional forecasted demand until or unless the pending orders were completed. In Hawaii, GST was also

forced to postpone a network grooming project designed to reduce the Company's recurring network costs. Customer installations were delayed there as well. A few months after GTE established the trunking embargo, the Company abruptly reversed its position, without explanation, and resumed work on 2-way trunk orders.

#### **D. Unreasonable Delay in Allowing an NXX Migration**

In May of 1998, GST formally notified GTE that it was taking over provision of local exchange services at the March Air Reserve Base near Riverside, California. As part of the takeover, GST required GTE's cooperation in allowing the customer to migrate responsibility for its NPA-NXX from GTE to GST to avoid having to change every telephone number on the base.

It is common in the industry to use the NPA-NXX migration approach when a single customer uses an entire NPA-NXX for its local exchange services. Migrating the entire NPA-NXX to another provider when that provider takes over responsibility for the provision of the customer's local exchange service is a highly efficient and effective way to avoid having to port all 10,000 telephone numbers in the NPA-NXX on an interim or permanent basis. All that is required is the submission of formal correspondence to BellCore (then the administrator of the LERG) 120 days before the transfer is to become effective. This allows all other carriers to update call routing information in their switches. GST has successfully migrated two other NXXs with other ILECs with no material problems.

In this instance, GTE elected to make a mountain out of a molehill. Initially, GTE took the position that an NPA-NXX migration was highly unusual and it was not required to cooperate with GST on the matter. For more than forty-five days, GTE refused to cooperate on the transfer. As the deadline for the quarterly LERG update approached, GST repeatedly contacted GTE to ascertain its position on the NPA-NXX migration and obtain the appropriate correspondence to notify BellCore. Only at the last minute, literally thirty minutes before the deadline for quarterly LERG submissions, did GTE concede its position. It did so only after it forced GST to sign a letter stating the following:

"The transfer of this code 909655, from GTE to GST is specific to this particular customer, March Air Force Base. By agreeing to transfer the code for March Air Force Base to GST, GTE is not establishing a precedent for treatment of other GTE codes.

Simply stated, unlike other incumbent LECs addressing the same issue, GTE was completely uncooperative and used the time constraint of the impending customer transfer and LERG process to extract the aforementioned concession from GST before allowing the transfer to occur.

**SWIDLER BERLIN SHEREFF FRIEDMAN, LLP**

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Today's Date: June 14, 1999

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**TRANSMITTAL FROM:**

Individual: Eric J. Branfman  
Direct Phone #: 202/424-7553  
Attorney Code: 229  
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**MESSAGE: Per request of Brian Thomas.**

If there is a problem with this transmission, it is important that you notify:

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June 11, 1999

**By Facsimile**

Glenn T. Reynolds  
Acting Chief, Enforcement Division  
Common Carrier Bureau  
Federal Communications Commission  
445 - 12th Street, S.W.  
Washington, DC 20554

**Re: U S West Communications, Inc. Violations of Commission Rules Concerning  
Provision of Local Number Portability Services to GST Telecommunications,  
Inc.**

Dear Mr. Reynolds:

On behalf of GST Telecommunications, Inc., pursuant to Section 1.730 of the Commission's Rules, I request that the Commission initiate pre-filing settlement negotiations concerning U S West Communications, Inc.'s provision of local number portability services to GST.

GST is a competitive local exchange carrier in the U S West region. Over the past five months, GST customers in Albuquerque, Phoenix, Portland, Tucson, and Spokane markets have experienced severe call blockage and misrouting problems which have adversely affected these customers' perception of the benefits of switching to GST. In particular, GST's customers have reported that callers to their former U S West telephone numbers that are to be ported to GST's network routinely reach recordings indicating that the ported number was disconnected or mis-dialed when those numbers are actually in service. Several GST customers have terminated their GST service and returned to U S West as a result of these local number portability failures, and others are presently threatening to do likewise. GST believes that these disruptions result directly from U S West's failures, including its failure as the N-1 carrier to perform database queries, or to timely and accurately update local number portability database information or timely establish appropriate call routing information in all relevant tandem and end office switches.

U S West's failure to promptly and successfully remedy local number portability disruptions represents a failure to provide those services as required by 47 U.S.C. § 251(b)(2) and 47 C.F.R. § 52.23(a). U S West's failure to provide interconnection to GST (including local number portability services) at least equal in quality to that U S West provides to itself or to other carriers violates 47 U.S.C. § 251(c)(2)(C). U S West's failure to implement local number portability that does not result in unreasonable service degradation to GST's customers violates 47 C.F.R. § 52.23(a)(4). To the

Glenn T. Reynolds

June 11, 1999 . .


Page 2

extent that U S West is blocking unqueried calls to its network and not performing the number portability database queries itself, U S West is violating 47 C.F.R. § 52.26(b)(1).

As the attached correspondence from GST to U S West demonstrates, U S West is not working cooperatively to address its number portability deficiencies, resulting in service degradation to GST's customers and competitive disadvantage to GST itself. GST requests the opportunity to discuss the issues raised in this letter with the Chief of the Accelerated Complaint Resolution Branch on June 22 or 24. Following this meeting, GST requests that the Commission promptly initiate pre-filing settlement negotiations pursuant to Section 1.730 of the Commission's Rules. If negotiations fail, GST requests that the Commission accept a complaint under Section 208 of the Act for consideration under the accelerated "Rocker Docker" procedures.

I look forward to scheduling a mutually convenient time to discuss these issues.

Very truly yours,



Eric J. Branfman

Attachments

cc: Frank Lamancusa, Chief  
Accelerated Complaint Resolution Branch  
Brian D. Thomas  
Morton J. Posner, Esq.



MAILING ADDRESS  
4001 MAIN STREET  
VANCOUVER WA 98661

VIA FACSIMILE AND US MAIL

May 4, 1999

Mr. Keith Galitz  
Western Region General Manager  
Wholesale Local Markets  
US West Communications, Inc.  
421 Oak Street, Room 830  
Portland, Oregon 97204

Dear Keith,

As recently discussed, over the past few weeks a number of GST customers have experienced severe problems associated with Local Number Portability ("LNP") in the Spokane market area. Specifically, GST attempted to port telephone numbers of five new customers from a US West NPA-NXX and in all instances specific and significant trouble conditions were observed. GST's new customers reported serious and recurring problems relating to call completion (local and toll) because other end users reported to GST's customers that they were reaching a disconnect or mis-dialed recording while calling a GST customer's ported telephone number.

As a result of these problems, three of GST's five new customers terminated service and indicated they were returning to US West. One of these customers has already returned to US West and indicates no trouble since turn-up of its service (it is my understanding that US West assigned this customer new US West telephone numbers rather than attempt to reverse the port). Obviously, GST is extremely concerned about the chilling effect of this market condition and I write you to obtain US West's cooperation in getting to the bottom of the situation.

After significant internal discussion, it appears the problems may be attributable to two areas. First, it appears that US West is not properly assuming the "N-1" role for long distance calls received at the Spokane access tandem where an IXC has failed to perform an LNP query. According to the FCC's Decision in the *Second Report and Order* CC Docket No. 95-116, in such instances non-queried calls are to be routed to the default LEC which should perform a query and re-direct such calls to the proper LEC serving the ported customer (commonly referred to as a "default-routed call"). The default LEC is allowed to recover its costs of performing the query it performs by charging a default query charge to the offending IXC. While I note that US West has established this charge in Section 13 of its Tariff FCC No. 5, it is not clear, at least in Spokane, that US West is properly performing the default query function in all instances. Rather, it appears that US West is simply transferring some or all of non-queried calls to a disconnect announcement in contravention of 47 CFR. § 52.26(b)(1).<sup>1</sup>

<sup>1</sup> This rule states that:

If a telecommunications carrier transmits a telephone call to a local exchange carrier's switch that contains any ported numbers, and the telecommunications carrier has failed to perform a database query to determine if the telephone number has been ported to another local exchange carrier, the local exchange carrier may block the unqueried call only if performing the database query is likely to impair network reliability.

www.gstcorp.com

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5011 5 MILL PLAIN VANCOUVER WA 98661 • 1-800-356-7100 • 1-800-356-7223 FAX

Second, the call completion problem may be attributable to certain IXC's failing to download portable NPA-NXX information and update switch routing on a timely basis. Or, based on recent discussions between GST and US West technical personnel, there appear to be instances where US West is receiving LNP calls at their access tandem for which IXCs have set the Forward Call Indicator ("FCI") to a value of one (1) but have not included a Generic Address Parameter ("GAP"). As a result, LNP calls of this nature fail to complete. We are unaware of any proactive steps being taken by US West to address this situation with those carriers. While this may or may not be a US West problem, GST requires US West's proactive assistance in identifying the responsible parties and best efforts to develop an appropriate solution.

I'm sure you share my concern that we get to the bottom of this issue as quickly as possible. Given our recent experience, GST does not intend to initiate any new LNP orders or convert any existing ILNP customers to LNP until we are satisfied that it is properly working in Spokane. I understand that it is US West's position that current ILNP customers should be converted to LNP no later than 120 days after implementation of LNP in a given market and that the Spokane market converted to LNP on April 4, 1999. While GST agrees that ILNP customers should be converted to LNP soon after an LNP conversion we can not do so until we are completely satisfied that GST's customers may be seamlessly converted to LNP in accordance with 47 CFR. § 52.29(a)(4).

To resolve this situation, I propose that a joint working group be established to investigate the recent problems experienced by GST in Spokane. I hope that a cooperative effort will identify and develop permanent solutions to the problems recently experienced. This is the only way I can think of to rebuild trust on GST's behalf in the ability to port telephone numbers from US West in Spokane and other markets awaiting conversion to LNP. Please contact me at your earliest convenience to address this unfortunate situation.

Sincerely,



Brian D. Thomas  
Vice President, External Affairs

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VANCOUVER, WA 98663CORPORATE HEADQUARTERS: 4001 MAIN STREET, VANCOUVER, WA 98663 / 360-906-7100 / 360-906-7225 FAX  
CORPORATE OPERATIONS: 4317 NE THURSTON WAY, VANCOUVER, WA 98663 / 360-254-4700 / 360-260-3075 FAX

(VIA FACSIMILE AND US MAIL)

COPY

June 8, 1999

Mr. Keith Galitz  
Western Region General Manager  
Wholesale Local Markets  
US West Communications, Inc.  
421 Oak Street, Room 830  
Portland, Oregon 97204

Re: Continuing LNP Problems in Multiple Markets

Dear Keith,

As you know, since my letter to you of May 4, 1999, Local Number Portability ("LNP") problems continue in Spokane and are rapidly emerging in other US West markets. In Spokane, during the week of May 24, 1999, three out of four customers reported call failure conditions for callers attempting to reach newly ported telephone numbers. The same trouble conditions have been observed in Albuquerque, Phoenix, Tucson and Portland with a number of LNP cuts experiencing trouble at or subsequent to the date and time of the cut. A number of GST's customers switched back to US West as a direct result of these problems.

Given the recurring nature of these problems and the degree to which they are occurring in multiple markets, I am sure you understand that patience is running thin at GST. The Federal Communication Commission's (the "FCC") rules implementing Section 251(b)(2) of the Telecommunications Act of 1996 require all carriers to provide local number portability in compliance with a number of performance criteria which, among others, are designed to insure that implementation of LNP:

(a) Does not result in unreasonable degradation in service quality or network reliability when implemented;

or

(b) Does not result in any degradation in service quality or network reliability when customers switch carriers.<sup>1</sup>

Simply stated, US West is not presently complying with the Commission's rules pertaining to LNP, a result that is having a dramatic and adverse effect on GST and its customers. Based on recent conversations with you and other US West representatives, I appreciate the fact that US West is concerned about the situation and is attempting to resolve each problem brought to its attention. Unfortunately, GST can no longer accept a piece-meal

<sup>1</sup> 47 CFR, § 52.23(a).

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approach to addressing LNP problems. Rather, GST needs to know what pro-active efforts US West is taking to address these problems on a region-wide basis.

As an example, consider one of the problems and solutions that was recently observed in the Spokane market. GST and US West determined that some of the call completion problems were attributable to MF trunking issues at US West's access tandem. Based on GST's recommendation, US West investigated the issue and determined that certain calls from outside the Spokane area were routing incorrectly and failing rather than passing through to GST for completion. While I understand that US West has fixed this particular problem in the Spokane access tandem, the question I have is what additional steps were taken by US West to insure that similar problems do not occur in other LNP capable markets? If no additional steps were taken this means the Company is not dedicating sufficient resources to this issue.

At this point in time, given the magnitude of the problems and the effect they are having on GST, I renew my previous request that US West provide a full written analysis of its efforts to date and the problems or errors the Company has observed. I ask that this analysis identify each market, switch (end office or tandem) and network element for which a problem was identified and the specific steps taken to fix it. I also request that US West explain the extent to which it is analyzing trends in reported trouble conditions to resolve problems on a comprehensive basis.

In conclusion, you know that I generally prefer to resolve issues on an ad hoc or informal basis with an eye towards building a trusting relationship between our companies. Unfortunately, in this case, it is increasingly clear that a formal approach is necessary to get proper attention within US West and to compensate GST for the financial damages it has incurred. As always, if you have any comments or questions please feel free to contact me at (360) 356-2833.

Sincerely,



Brian D. Thomas  
Vice President, External Affairs

cc: Eric Brantman - Swidler & Berlin  
Judy Tinkham - US West  
Dodie Osborn - US West

# Hyperion

COMMUNICATIONS

Date 6-11-99

Total pages

5

TO  
Cronan O'Connell and  
Emily Williams

Phone 202/969-2587

Fax 202/969-2581

FROM

Joelle Blaho-Sinclair

Phone 412/220-5717

Fax 412.220.5162

CC

REMARKS

☐ Urgent

☒ For your review

☐ Reply ASAP

☐ Please comment

Due to the virus in our computer system, we were unable to access the "Bad Acts" for Bell Atlantic. Please advise whether you wish this documentation forwarded at a later time.

DDI Plaza Two  
500 Thomas Street, Suite 400  
Bridgeville, PA 15017-2838

Phone 412.221.1888

Fax 412.221.8642



DATE: June 11, 1999  
TO: Cronan O'Connell and Emily Williams  
FROM: Janet Livengood and Joelle Blaho-Sinclair  
SUBJECT: ILEC Barriers to Competition

Attached please find documentation of ILEC barriers to competition compiled by Hyperion Telecommunications, Inc. Should you have any questions or require further details, do not hesitate to contact Janet or myself.

DDI Plaza Two  
500 Thomas Street, Suite 400  
Bridgeville, PA 15017-2838

Phone 412.221.1888  
Fax 412.221.8842

During the first week of May, 1999, letters of authorization were forwarded by Hyperion to Sprint for the purpose of obtaining copies of contracts and related documents of potential Hyperion customers. The potential customers had contacted Sprint directly to obtain this documentation, however, Sprint either refused to provide the documentation or reported that the documentation was unavailable. As of June 10, 1999, Sprint has failed to provide this documentation to Hyperion. Hyperion has been unable to secure the documentation for five potential customers in the Tri-Cities, Tennessee region.

Upon further investigation, Hyperion discovered that Sprint had directly contacted at least one of the potential Hyperion customers after receipt by Sprint of the executed letters of authorization. Hyperion has learned that the potential customer, First Tennessee Human Resources Agency, was contacted by a Sprint sales representative. A meeting was scheduled for the purpose of discussing the competitive rates of Sprint. Currently, First Tennessee Human Resources Agency will not respond to any communications generated from Hyperion.

This matter has been escalated to the Sprint Account Manager. Hyperion was advised by the Account Manager that Sprint response time for letters of authorization is normally 24 hours, unless the documents have been archived. In that event, production of the documents will be several days. Furthermore, Hyperion was advised by the Account Manager that a sales representative should not have contacted First Tennessee Human Resources Agency. The Account Manager indicated that the contact of the Sprint sales representative was improper.

On May , 1999, a Line Information Database Agreement between Hyperion Communications of South Carolina, Inc. and BellSouth was fully executed. On May 27, 1999, Hyperion issued a calling card order to a customer (Glamour Nails). On June 1, 1999, the calling card was rejected back to the provisioning office. The reason provided for the rejection was that no Line Information Database Agreement had been executed.

The BellSouth Account Manager was notified on June 1, 1999. Hyperion was assured that the line information database-resale indicator would be activated as soon as possible in the BellSouth Local Carrier Service Center database. BellSouth would only accept and process calling card orders issued by Hyperion to South Carolina resale customers when the line information database indicator was activated. Hyperion did not receive confirmation from BellSouth of the activation until June 8, 1999.

On May 1, 1999, Hyperion Communications of Florida, LLC placed an order with BellSouth for 2 channelized T1's. From that date, given the interval of 10 days for a FOC, Hyperion should have received the FOC by May 27, 1999. On June 2, 1999, BellSouth was contacted regarding the overdue FOC. During a telephone conference on June 3, 1999, Hyperion was assured that it would have a FOC by the end of that day. On June 4, 1999, Hyperion still had not received the FOC, and the matter was escalated. Hyperion was again assured that it would receive a FOC no later than June 5, 1999. Hyperion had still not received the FOC on June 7, 1999, and escalated the matter to the BellSouth General Manager. When no FOC was returned within an hour, Hyperion escalated the matter. The FOC was received on June 7, 1999 at 2:45pm.

The inability of Hyperion to receive a FOC created a delay in the installation of customers' service.